

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B5400142

PRINT DATE: 09/24/14

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1522255480

G&LB ENTERPRISES INC

9105 FIELD ROAD

9105 FIELD ROAD

PIKEVILLE, MD

(410)207-3139

21208

REFER QUESTIONS TO:

JAMIKA BOWEN

(410)767-8735

JAMIKA.BOWEN@MARYLAND.GOV

ITB:

EXPR DATE: 11/30/15

POST DATE: 09/24/14

DISCOUNT TERMS: .

NET 30 DAY

CONTRACT AMOUNT:

54,000.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

JANITORIAL SERVICE AT DHR BCDSS, 1910 N. BROADWAY, BALTIMORE, MD 21213. VENDOR CONTACT: GWEN BUNDY

THIS BPO EXTEND BPO 001B2400156 FOR ONE ADDITIONAL YEAR.

CONTRACT PERIOD: 12/1/2014-11/30/2015

THIS IS THE SECOND RENEWAL OPTION OF THREE OPTIONS.

ORIGINAL FUND CERTIFICATION.

EMM AWARD NO. 81423

PLEASE RETAIN SECTIONS A, B AND C FOR FUTURE REFERENCE.

THIS IS A LIVING WAGE CONTRACT: TIER ONE

SMALL BUSINESS CERTIFICATION: SB11-42030

MINORITY BUSINESS ENTERPRISE GOAL: 5%

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	91039	EA	54,000.0000

2 YEAR AT \$54,000.00 PER YEAR = \$108,000.00
\$54,000.00 DIVIDED BY 12 MONTHS = \$4,500.00 PER MONTH

THE CONTRACTOR SHALL FURNISH ALL LABOR, SUPERVISION, EQUIPMENT AND SUPPLIES (EXCEPT THOSE SPECIFIED IN SECTIONS 16 AND 18 OF THE SPECIFICATIONS) NECESSARY TO PERFORM THE JANITORIAL SERVICES AT THE BALTIMORE CITY DEPARTMENT OF SOCIAL SERVICES FACILITY LOCATED AT 1910 NORTH BROADWAY IN BALTIMORE, MD FOR A PERIOD OF TWO (2) YEARS, BEGINNING DECEMBER 1, 2011 THROUGH NOVEMBER 30, 2013.

RENEWAL OPTIONS AND TERMINATION OF SUCH OPTIONS ARE UNILATERAL AT THE DISCRETION OF THE STATE AND MUST BE ACCEPTED BY THE CONTRACTOR, IF THE STATE EXERCISES THE OPTION, IT SHALL BE AT THE SAME TERMS, CONDITIONS AND PRICES AS THE EXISTING CONTRACT FOR THE OPTION PERIOD.

END OF ITEM LIST

THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE INVITATION TO BID (ITB) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS AND SPECIFICATIONS ISSUED WITH THE ITB AND ARE INCORPORATED IN AND MADE PART OF THE BPO.

STATE YOUR FEDERAL TAX IDENTIFICATION # 52-2255480

IF YOU ARE A DEPARTMENT OF TRANSPORTATION CERTIFIED MINORITY BUSINESS, PLEASE PROVIDE YOUR CERTIFICATION NUMBER.

08-660
MDOT'S MBE CERTIFICATION NUMBER

***** LAST PAGE *****

AUTHORIZED BY:



BUYER AUTHORIZED DESIGNEE

DATE:

9/24/2014

SECTION C – SPECIFICATIONS
Department of Human Resources –
Baltimore City Department of Social Services
Talmadge Branch Building
1910 North Broadway
Baltimore, Maryland 21213
Janitorial Services
001IT818553
SMALL BUSINESS RESERVE PROCUREMENT
MBE GOAL 5%

1. General Information

- 1.1. This ITB has been issued by:

Jessica Mettle, Procurement Officer
Maryland Department of General Services
Email – Jessica.Mettle@dgs.state.md.us

All communications regarding this solicitation are to be made solely through the Procurement Officer or his/her designee.

- 1.2. This ITB is to be read and construed as a whole.
- 1.3. Prospective Bidders who have received this document from a source other than eMaryland Marketplace www.emarylandmarketplace.com or from the Procurement Officer should immediately contact the Procurement Officer and provide their name and mailing address so that any changes or additional materials related to this ITB can be sent to them.
- 1.4. Bidders agree to comply with each and every section, subsection and addendum of this solicitation. Failure to comply will result in the rejection of the Bid. **Bidders shall not change or alter any Attachment or alter any other State attachments or their Bid will be rejected.**
- 1.5. Each Bidder is responsible for fully reading and understanding the terms and conditions of this ITB. Any Bidder finding any discrepancy or omission in the ITB, or who is in doubt as to the meaning of any provision of this ITB, must direct questions or requests for clarification in writing to the Procurement Officer at the earliest possible time.
- 1.6. In the event it becomes necessary to revise any part of the ITB, or if any additional information is required to enable potential offers to interpret the provisions of the ITB, an amendment will be issued by DGS and posted on eMaryland Marketplace. **PROSPECTIVE BIDDERS SHOULD REVIEW EMARYLAND MARKETPLACE PERIODICALLY TO DETERMINE WHETHER OR NOT DGS HAS ISSUED AN AMENDMENT TO THIS ITB.** DGS is not

responsible for notifying Bidders of amendments to the ITB by any other means than by posting amendments on eMaryland Marketplace.

- 1.7 Small and Minority Business Enterprises are strongly encouraged to respond to this solicitation.

2. **Background**

The Baltimore City Department of Social Services (BCDSS)/ Department of Human Resources, a State of Maryland (State) agency, intends to acquire a fixed price janitorial services contract for the **Talmadge Branch Building**, located at 1910 North Broadway, Baltimore, Maryland 21213.

3. **Scope of the Contract**

- 3.1. The Contractor shall furnish all labor, supervision, equipment and supplies (except those specified in Sections 16 and 18 of these Specifications) necessary to perform the janitorial services at the BCDSS facilities and meet the requirements outlined in these specifications.
- 3.2. The BCDSS facility is a three (3) story building and consists of the following variables:

Total cleanable floor space	=	45,069 sq. ft.
Vinyl Composition Tile (VCT) Floor	=	15,853 sq. ft.
Carpeting	=	29,216 sq. ft.
Windows with Venetian Blinds	=	23
Restrooms	=	6
Bathroom Fixtures	=	16
Light Fixtures	=	540

NOTE: All details on square footage and number of units are approximate. It shall be the Contractor's responsibility to verify the areas, size and quantities above. Failure of the Contractor to verify the listed amount shall not relieve the Contractor of the responsibility to provide all services required to the standards included in this Specification.

- 3.3 The Contractor **must** own or acquire, prior to the start date of the contract, all necessary commercially rated equipment for the proper performance of the contract. Said equipment **must** be at the facility and be fully operational upon contract start up.

4. **Term of Contract**

- 4.1 The term of this contract shall be for a period of two (2) years with three (3) one (1) year renewal options, beginning November 1, 2011 through October 31, 2013. Renewal options and termination of such options are unilateral at the discretion of the State and must be accepted by the Contractor, if the State exercises the option,

it shall be at the same terms, conditions and prices as the existing contract for the option period.

5. Pre-Bid Conference/Site Visit

- 5.1 A Pre Bid Conference (Conference) will be held on August 22, 2011, beginning at 11:00 a.m., at the Talmadge Branch Building located at 1910 North Broadway, Baltimore, Maryland 21213. Attendance at the conference is not mandatory, but all interested bidders are encouraged to attend in order to gain the best possible understanding of the ITB and to facilitate the Bidder's overall understanding and better preparation of their bids.
- 5.2 At the scheduled pre bid conference/site visit, each bidder will be permitted to examine the building, familiarize themselves with the full nature and extent of the work and obtain answers to questions or clarifications of the contract.
- 5.3 It is the sole responsibility of the Contractor to familiarize themselves fully with the building and the contents of these specifications. Failure to attend the pre bid conference/site visit does not relieve the successful bidder from their obligations to comply with all aspects of this bid package for the amount specified in their bid.
- 5.4 **As part of a responsibility determination, bidders may be required to schedule a site visit with the contact person identified in this solicitation to inspect specific conditions at the facility in detail to ascertain that their bid price represents the scope of work identified in this solicitation.** For additional pre bid/site visit information, contact **the Maryland Department of General Services Procurement Officer, Jessica Mettle, CPPB at 410-767-4687.**
- 5.5 As promptly as feasible after the Conference, a written summary of the Conference and all questions and answers known at the time will be distributed electronically via eMaryland Marketplace at www.emarylandmarketplace.com to all prospective bidders known to have received a hard copy of this IFB.

6. Qualifications of Bidders

Prior to submitting a bid for the work covered by the specifications, the bidder shall have no less than three (3) years experience in providing the services of the type and size required by the specifications. The experience must have been within the past five (5) years. The experience of officials gained prior to the formation of a corporation or other business entity can be considered when evaluating responsibility.

References substantiating these qualifications must be submitted with the bid documents as part of the Company Profile document. In order to expedite the award process, it is very important for bidders to include three (3) references as detailed. The references **must** be current and include the following:

- A. Name, Address, phone number and contact person.
- B. Length of service provided.
- C. Term of contract.
- D. Name of facility and service provided.
- E. Size and type of facility (square footage).
- F. Letters of testament are desirable, but not required.

The Contractor's bid must be submitted based on the total amount of square footage involved at this location. Partial cleaning bids will not be accepted.

7. Work Excluded From The Contract

Work **excluded** from this contract shall include all Mechanical Rooms, Electrical Rooms, Telephone Rooms, Supply Rooms and any areas used for building maintenance.

8. Hours When Work May be Performed

- 8.1 The Contractor shall provide four and half (4.5) hours of cleaning services (See List of Tasks) during the hours of 5:30 p.m. and 10:00 p.m., Monday through Friday, excluding holidays.
- 8.2 The Contractor shall provide cleaning personnel during the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays to provide janitorial services as specified in the specifications stated below.
- 8.3 The Contractor shall also be required to provide janitorial services on Saturdays when training is scheduled (Training Schedule will be provided to the contractor ten (10) days in advance) in accordance with List of Tasks.
- 8.4 Additional days or hours to perform service is not permissible, unless approval has been secured in writing or verbally, in advance, by the Contractor from the Administrator of Division of Support Operations, Baltimore City Department of Social Services (BCDSS) or their Designee.
- 8.5 All janitorial staff shall report for duty and begin their shift operation at the time specified and shall remain on duty until the ending shift time as specified.

9. State Holidays

Janitorial services are not required on these holidays:

New Year's Day

Columbus Day

Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day
Labor Day

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

and all other additional days authorized by the Governor, plus official general election holidays.

10. Emergency Conditions

Should an emergency condition requiring immediate attention exist (such as flooding of a particular section of the building), the Contractor shall divert his/her force or whatever part thereof as directed by Administrator of Division of Support Operations, BCDSS or Designee, as necessary from their normal assigned duties to meet the condition. When these employees are no longer required for the special work, they shall be directed to return to their normal duties and the Contractor shall not be penalized because the normal daily work which otherwise would have been performed during the interval has been neglected.

11. Inclement Weather/Hazardous Conditions

In the event of inclement weather/hazardous conditions, the Contractor must make every effort to provide janitorial services. Should the Contractor not be able to perform duties as contracted, the Contractor will notify the Administrator of Division of Support Operations, BCDSS or Designee concerning non-performance of services. Contractor shall not receive payment for any tasks not performed.

12. Conduct of Janitors

Employees of the Contractor, while performing work under this contract, will not:

- 12.1 Remove any State or personal property, equipment, money, forms or any other items from the building.
- 12.2 Engage in loud or boisterous behavior.
- 12.3 Play radios or tape players.
- 12.4 Be under the influence of alcohol or drugs.
- 12.5 Gamble.
- 12.6 Turn on or off, or use any equipment other than the Contractor's equipment.
- 12.7 Use any State telephone except a telephone designated by the building management for the purpose of business under this contract.

- 12.8 Consume any food or beverage other than that brought with the employee or purchased from vending machines.
- 12.9 Food and liquid consumption will not be permitted in any individual offices, executive lounges or executive boardrooms.
- 12.10 Open any desk, file cabinet or storage cabinet.
- 12.11 Remove any articles from desks.
- 12.12 Sleep on the job.
- 12.13 Permit relatives or friends to visit.
- 12.14 Engage in long conversations with security guards, visitors or other individuals.
- 12.15 Take photographs of the facility or its contents.
- 12.16 Remove any documents, records, forms of paper of any kind that is not either in trashcans or clearly marked "TRASH".
- 12.17 Engage in any activity that is not in the best interest of the State or is otherwise detrimental to the performance of this contract.
- 12.18 Use the copiers to duplicate documents.

Should the State find any janitor undesirable under this contract, the State shall immediately notify the Contractor's representative verbally, followed by a written notification to the Contractor, that the particular janitor is undesirable. If the State determines the janitor to be unsuitable, the State shall notify the Contractor to remove the janitor from the Contract. The Contractor shall be responsible for the conduct of that janitor and liable for any action or inaction of that janitor while performing work under this contract.

13. Daily Sign In And Sign Out of Contractor's Employees

All Contractors' janitorial personnel are required to sign in and out of the building. The security guard on duty will verify the time logged in and the time logged out for all personnel. Also, the security Systems installed at the BCDSS facility will provide a print out that indicates the time janitorial personnel used the key cards for entrance and exit privileges. Failure to sign in and out at the Guard Station shall result in reductions of payment to the Contractor (**See Appendix A**).

14. Contractor Employees

The Contractor shall provide uniforms or distinctive work clothing for ready identification and assure that every employee is in the proper attire on the date an

employee file enters on duty. Uniforms or a below waist work smock is acceptable. Employees dress shall be neat and commensurate with the tasks being performed.

All Contractor's employees must wear approved picture identification badges when in or on State property. The on-site Facility Manager shall periodically verify passes with employees.

Failure to provide the requisite identification cards shall result in reductions from payment to the Contractor (**See Appendix A**) for each day the card has not been submitted.

15. Equipment

It is incumbent upon the Contractor to have commercially rated equipment that is in good operational use at all times that enables all tasks to be completed as scheduled. If commercially rated equipment is not on hand for use, the Contractor will be considered in a state of non-performance for the Task related to the use of said equipment.

16. Supplies

The BCDSS will furnish all paper hand towels, toilet tissue, hand soap, trashcan liners and paper cups. Supplies will be stocked in a locked janitorial closet(s) by BCDSS personnel. Records of usage and supply reports shall be maintained by vendor and submitted to BCDSS. The Contractor will be held accountable for excessive usage of these supplies.

17. Safety and Standards

All materials, supplies, equipment or services as a result of this contract must comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards. Material Safety Data Sheets must be provided upon request.

18. Services to be supplied by the State

18.1 The BCDSS will supply all necessary light, heat, power, and hot and cold water for cleaning of this facility.

NOTE: The temperature of hot water is regulated by State guidelines and cannot be increased above the current temperature.

18.2 The BCDSS will provide janitorial closets sufficient for housing the Contractor's equipment and supplies. These closets will be supplied with locks to safeguard said property. The closets must be maintained in a clean, neat and orderly condition by the Contractor's personnel. It will be the Contractor's personnel's responsibility to see that all cleaning equipment is returned to these janitorial closets when janitorial duties have been performed nightly.

NOT Building keys, closet and/or security cards will be maintained at the security desk. It will be the responsibility of the Contractor to replace any and all keys lost or stolen by janitorial staff. The contractor will incur any cost related to replacement of any of these items as well as re-keying of any locks so affected.

- 18.3 The BCDSS will supply large dumpsters (trash receptacles) on the outside of the facility. All trash collected from the building by the Contractor's staff must be deposited in the receptacle provided, and all lids, doors or other openings to the receptacle are to be closed and latched.
- 18.4 Any unusual conditions or situations requiring earlier entry or weekend entry to the facility must have the prior approval of Administrator of Division of Support Operations, BCDSS or Designee.

19. Supplies and Materials

The Contractor shall:

- 19.1 Furnish all supplies, materials, and equipment necessary for the performance of the work of this contract unless otherwise specified herein. Fifteen (15) days prior to the starting date of the contract, the Contractor must submit to the Facility Manager, a list giving the name of the manufacturer, the brand name, and intended use of each of the supplies, materials, and equipment that the Contractor proposes to use in performance of the work. The Contractor shall not use any supplies, material, and equipment which the Facility Manager determines would be unsuitable for the purpose, or harmful to the surfaces to which applied, or to any other part of the building, its contents, or equipment.
- 19.2 No cleaning supply will be stored in the facility that is deemed to be hazardous to the health of staff, clients or the facility.

NOTE: Housekeeping supplies in support of this contract are to be purchased from Blind Industries and Services of Maryland (BISM) to the extent they are available. Attached is a price list and product description. Additional information may be obtained from BISM direct by calling BISM Sales Manager at (410) 737-2627. As this is a mandatory requirement, failure to comply will be considered a contract default. A copy of the contract will be provided to BISM for follow up.

- 19.3 Furnish all necessary cleaning equipment including power driven floor scrubbing machines, polishing machines, industrial type vacuum cleaners, etc., required for the performance of the work of this contract. This equipment must be of the size and type customarily used in work of this kind and must meet the approval of the Facility Manager.
- 19.4 Ensure that each piece of equipment delivered to the contract site for use under this contract is serially numbered and appropriately identified with a plate affixed

there. Fifteen (15) days prior to the starting date of the contract the Contractor must furnish the Facility Manager with a listing of all the equipment delivered to the building with the corresponding serial numbers.

- 19.5 On a schedule established by the Facility Manager, an inventory is to be made of the equipment. The purpose of the inventory is to ensure that all equipment is in operating condition and that the quantity and quality agreed upon at the award of the contract is the same. The Contractor shall accompany the designated State employee conducting the inventory. It is the responsibility of the Contractor to provide only those items approved at the beginning of the contract. Further, all equipment shall be operative at all times. Any inoperative equipment shall be repaired and/or replaced within a 24-hour period.
- 19.6 In conjunction with the Facility Manager, an inventory of all the materials and equipment on hand during the final month of the contract period shall be performed, along with the development of a list of all materials and equipment which have been paid for by the State. Any materials remaining at the termination of the contract that has been paid for by the State will remain the property of the State.

20. Prohibition Against Assignment or Subcontractor

The Contractor shall not assign the contract in whole or in part, without the written approval of the Procurement Officer.

21. Hiring Agreement

By submitting a bid or proposal in response to this solicitation, the Bidder agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) Hiring Agreement. The Hiring Agreement is to be executed by the Bidder and delivered to the Procurement Officer within ten (10) days following receipt of Notice by the Bidder that it is being recommended for contract award. The Hiring Agreement will become effective concurrently with the award of the contract.

The Hiring Agreement provides that the Contractor and DHR will work cooperatively to promote hiring by the Contractor of qualified entry-level Maryland Temporary Cash Assistance customers to fill entry-level job openings resulting from this procurement, in accordance with 13-224, State Finance and Procurement Article.

22. Alarm Clearance Procedures

All Baltimore City Department of Social Services facilities are currently maintained by a security-fire detection system. After award of this contract, the following must be adhered to:

- 22.1 Prior to the start of the contract (at least one (1) week prior to work), the Contractor must arrange for proper alarm clearance by contacting the

Administrator of Division of Support Operations, BCDSS or Designee at 443-378-4615 for instructions concerning code cards or building keys.

- 22.2 Janitorial staff will be held responsible for setting the security-fire detection alarm system before leaving the facility that has no security on site after normal closing hours. If the Contractor or Contractor's staff fails to follow proper alarm procedures necessitating the BCDSS Security staff to visit the job site after hours, any associated overtime costs for the Security staff will be deducted from the Contractor's monthly invoice payment. In addition, any actions on behalf of the contractor that results in an assessment of false alarm fees shall be invoiced to the contractor.
- 22.3 Failure to comply in advance for clearance that results in a delay in the starting of this contract on the appropriate date may constitute contract default.

23. Janitorial Tasks

All of the Contractor's janitorial personnel must sign in and out of the building. The security guard on duty will verify the time logged in and the time logged out for all personnel. Also, the Security Systems installed at the BCDSS facility will provide a print out that indicates the time janitorial staff used the key cards for entrance and exit privileges.

A. Day Shift Janitorial Task to be performed by DAY PORTER (Monday thru Friday)

Restrooms

1. Cleaned and sanitized with disinfect toilet bowls and urinals.
2. Damp wipe and/or polish mirrors, shelving and chromium fixtures.
3. All other surfaces must be cleaned and sanitized with disinfectant.
4. Replenish paper towel, hand soap and toilet paper dispensers.
5. Spot-wipe areas around toilet and urinals with disinfectant.
6. Damped wiped all horizontal surfaces with disinfectant cloth.

Cafeteria and Conference Rooms

1. Damped wiped with a disinfectant cloth cafeteria and conference room tables.
2. Remove and empty trash cans when needed.

Lobbies and Corridors

1. Keep drinking fountains clean and free from debris.
2. Replenish hand sanitizer dispensers.
3. Remove all obvious surface dirt and spillages from floors when needed.

Elevators

1. All surfaces in the interior of passenger elevators, including doors and tracks, must be cleaned, and all bright metal surfaces polished.

Glass Doors

1. Keep glass doors streak and fingerprints free.

Stairways

1. Polish all bright metal and woodwork shall be polished in stair wells.

Walls

1. Spot-cleaned walls to eliminate stains.

B. Daily Tasks (B-1) to be performed by evening Janitorial Staff (Monday through Friday)

Restrooms

- 1) Floors must be swept and wet mopped and scrubbed.
- 2) Water closets and urinals must be washed and sanitized. Wash-basins must be cleaned and no rust or encrustation must remain.
- 3) Floor traps must be flushed with water in order to remain free from odors at all times.
- 4) The full surface area of walls up to 72", behind and below toilets, urinals, staff partitions, doors, window frames and sills must be cleaned and sanitized with disinfectant.
- 5) Mirrors, shelving, dispensers and chromium fixtures must be damp wiped and polished.
- 6) All other surfaces must be cleaned and sanitized with disinfectant.

- 7) Waste receptacles must be emptied. Towel, soap and toilet paper dispensers, and washbasins must be cleaned and sanitized with disinfectant.
- 8) Sanitary napkin receptacles must be emptied, cleaned, sanitized and provided with a new clean paper bag liner.

Kitchenette

1. Cafeteria tables, surfaces areas, and sinks must be cleaned and sanitized with disinfectant.
2. Floors must be swept and wet mopped and scrubbed.

Usable Space

- 1) Accessible office areas, file rooms, conference rooms, and the corridor space adjacent to these areas must receive the following cleaning:
 - a) Wastebaskets must be emptied and the trash removed to main disposal area in the parking lot in the back of the building.
 - b) The floor area must be swept with a treated mop to remove all dirt, dust and litter. The floor must be spot-mopped to remove all obvious surface dirt, scuffs marks and/or spillages from traffic areas and from under furniture. Exposed tile floor areas in partially carpeted offices are to be mopped.
 - c) The runners and mats are to be vacuumed to remove all dirt, dust and litter.
 - d) **Office Space(s)** – All carpeted areas vacuumed and all non-carpeted areas cleaned with appropriate equipment/materials. All furniture and file cabinet tops must be cleaned with a treated cloth, if cleared.
 - e) **Elevators** – All surfaces in the interior of passenger elevators, including doors must be cleaned and all bright metal surfaces polished. The runners, mats and elevator door tracks must be vacuumed. Vinyl Composition Tile (VCT) and ceramic tile floors shall be cleaned with appropriate equipment/materials.
 - f) **Lobbies and Corridors** – VCT and ceramic flooring in normal traffic areas in public spaces must be machine scrubbed and buffed to maintain a high gloss and keep clear of scuffs, scratches, and debris. Drinking fountains must be cleaned with appropriate equipment/materials. All hand sanitizers shall be refilled.

- g) **Waste Collection and Removal** - All refuse, trash and garbage must be collected and removed from the building, and placed in dumpsters. BCDSS will, in all cases, provide trash receptacles (trashcans, dumpsters, etc.), conveniently located adjacent to the premises on the parking lot and will also have dumpsters emptied at least five (5) times a week.

C. Weekly Services Tasks (C-1)

- 1) **Room Cleaning** – Dust horizontal surfaces of file cabinets, chairs, tables, bookcases, windowsills, and other furniture with a treated dust cloth. All wall surfaces within approximately 70" of the floor must be spot cleaned.
- 2) **Restrooms** - Paper towel wastepaper receptacles and paper towel dispensers must be damp wiped with disinfectant, inside and out.
- 3) **Carpet Floors** – The carpet/rugs are to be spot-treated and cleaned to remove all obvious surface dirt/stains/foreign objects, i.e. gum, as needed.
- 4) **Stairways** (where applicable) - Steps, risers and landings must be swept and wet mopped. Bright metal and woodwork must be polished. Walls must be spot-cleaned to a height of approximately 70". Hand railings, ledges, grilles, fire apparatus, doors and radiators must be dusted.

24. Project Manager

- 24.1 The successful Contractor shall provide an Project Manager who will represent the Contractor in all matters concerning this contract.
- 24.2 The contractor shall employ an experienced Project Manager(s) who shall be available on call when the janitorial staff is at the facility.
- 24.3 The Project Manager will be available on call when staff is in the building working for the purpose of obtaining instructions or becoming informed about the deficiencies in the janitorial work or any other reason the Building Manager/Designee should wish to confer with the Project Manager.
- 24.4 Failure of the Project Manager to not be available at any time janitorial work is performed under this contract will result in reductions from payment to the Contractor equal to the hours the Project Manager was not available.

25. Reductions for Non-Performance

The reductions listed in **Appendix A** shall be used in adjusting the Contractor's invoice when the Contractor fails to perform any task outlined in these Specifications or performs any task below the standards that are required.

A deduction will be made based on the number of times each task is not completed as noted in **Appendix A** when the Contractor's invoice is submitted.

26. Disputes Arising From Reductions

- 26.1 Should the Contractor dispute the validity of a reduction determination made by the Facility Manager, he/she may appeal the reduction to the Administrator of Division of Support Operations within seven (7) calendar days of receiving notice of the reduction.
- 26.2 The Administrator of Division of Support Operations will review the reduction and make a written determination as to its validity within seven (7) days of the receipt of the appeal from the Contractor.
- 26.3 Should the Contractor disagree with the decision of the Administrator of Division of Support Operations, the Contractor may appeal the decision to the Director or designee at the Baltimore City Department of Social Services/Department of Human Resources, 1910 N. Broadway, Baltimore, Maryland 21213 within seven (7) days of the receipt of the Administrator's decision.
- 26.4 The Director or designee at the Baltimore City Department of Social Services/Department of Human Resources, 1910 N. Broadway, Baltimore, Maryland 21213 shall review all documentation, evidence and arguments of the Contractor and the Administrator of Division of Support Operations and make a written determination as to the validity of the reduction within seven (7) days of receiving the appeal from the Contractor.

27. Payment to the Contractor

- 27.1 Electronic funds transfer will be used by the State to pay Contractor(s) for this Contract and any other State payments due Contractor(s) unless the State Comptroller's Office grants Contractor(s) an exemption. The selected Offeror shall register using the attached form **COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (Attachment E)** upon notification of selection for award. If your organization has previously registered for EFT with the Comptroller's Office, unless there has been a change, there is no need to re-register. If previously registered, indicate that information on the COT/GAD X-10 form and return the form to the Procurement Officer upon notification of selection for award. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.
- 27.2. The invoice shall be submitted by the 5th day of each and every month of work performed during the preceding month and the Contractor shall render his/her invoice to:

Baltimore City Department of Social Services
Finance Unit – Second Floor
1910 North Broadway
Baltimore, Maryland 21213

- 27.3. The invoice shall not exceed 1/24th of the base amount of the contract.
- 27.4. Each invoice shall clearly indicate the location where janitorial services was performed with a breakdown and explanation of cost, as well as the Contractor's Federal Identification Number, BCDSS Purchase Order number, time period of services performed, and contain the original signature of the Contractor or designee.

28. Manning Tables

The Contractor shall supply to the State, within 30 days after award of the contract the following information:

- 28.1 Total weekly man-hours for the provision of daily, weekly, bi-weekly, and monthly tasks (Base Bid Tasks A-1 through C-1).
- 28.2 Total quarterly man-hours for the provision of quarterly task (Base Bid Tasks D-1).
- 28.3 Total twice a year man-hours for the provision of twice a year tasks (Base Bid Tasks E-1).
- 28.4 Total once a year man-hours for the provision of once a year tasks (Base Bid Tasks F-1).

29. Living Wage

A solicitation for services under a State contract valued at \$100,000.00 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State wage requirement is contained in this solicitation (see Attachment Z entitled "Living Wage Requirements for Service Contracts"). If the Bidder fails to submit and complete the required documentation under State law, the State may determine a Bidder to be not responsible.

Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least \$12.28 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total value are performed in the Tier 2 Area, a Bidder shall pay each covered employee at least \$9.23 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 or Tier 2 Area of the State. The tier 1 Area includes Montgomery, Prince Georges, Howard, Anne Arundel, Baltimore County and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the service are not located in the State, the head of the unit responsible for a State contract pursuant to § 18-102 (d) shall assign the Tier based upon where the recipients of the service are located.

The contract resulting from this solicitation (001ITC-3462) has been deemed to be a Tier 1 contract.

30. Minority Business Enterprise/Affirmative Action/Contract - Compliance

- 30.1 This Contract is subject to Executive Order 01.01.1995.19, July 17, 1995 (Code of Fair Practices). This Contract is subject to the applicable provisions of Title 14, Subtitle 3 of State Finance and Procurement Article – COMAR 21.11.03, Minority Business Enterprises Policies; and COMAR 21.11.04, Contractor's Affirmative Action Plan Review/Approval and Compliance Monitoring Process, DGS; and the provisions of COMAR 11.01.10 which incorporates by reference the Minority Business Enterprise Program Manual. Copies of the Minority Business Enterprise Program Manual may be requested from the Maryland Department of Transportation, Office of Minority Business Enterprise Office, 7201 Corporate Center Drive, Hanover, Maryland 21076. This Contract is also subject to all applicable federal and State law and regulations pertaining to Minority Business Enterprise and Affirmative Action.
- 30.2 An MBE subcontract participation goal of **Five Percent (5%)** of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation the bidder agrees that this dollar amount of the contract will be performed by a certified minority business enterprise.
- 30.2.1 **PLEASE NOTE: The Prime Contractor cannot also be the Subcontractor.**

31. MBE Forms:

- 31.1 A Bidder **hall include electronically with its bid before the bid is opened on July 5, 2011 at 2:00 p.m.:**
- a) A completed DGS-Attachment A – **MDOT Certified MBE Utilization and Fair Solicitation Affidavit** whereby the Bidder acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal and affirms that the MBE subcontractors were treated fairly in the solicitation process. In addition the Bidder responds to the degree of MBE participation as stated in the solicitation, by identifying the specific commitment of certified MBE's at the time of submission. The bidder shall specify the percentage of Contract value associated with each MBE subcontractor identified on the MBE Utilization and Fair Solicitation Affidavit. **Use the attached form only.**

COMAR 21.11.03.09 C (5). If the bidder fails to accurately complete and submit this affidavit as required, the bid shall be deemed not responsive.

32.2 Within ten (10) working days from notification that it is the apparent awardee or from the date of actual work, whichever is earlier, the apparent awardee shall provide the following documentation to the Procurement Officer:

- a) A completed DGS-Attachment B – Department of General Services Outreach Efforts Compliance Statement.
- b) A completed DGS-Attachment C – Department of General Services MBE Subcontractors Participation Statement.
- c) If the apparent awardee has requested a waiver (in whole or part) of the overall MBE goal or any of the sub-goal as part of the previously submitted Attachment A, it shall submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.

NOTE: If the apparent aware fails to return each completed document within the required time, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE APPARENT AWARDEE IS NOT RESPONSIBLE AND THEREFORE IS NOT ELIGIBLE FOR CONTRACT AWARD.

32.3 **MBE forms can not be faxed, mailed or hand carried to the Procurement Officer.**

If the MBE forms and Bid Proposal Affidavit are not submitted electronically with your bid, your bid shall be rejected from consideration. If the MBE forms and Bid Proposal Affidavit are not completed and accurately submitted, your bid shall be rejected from consideration. All appropriate spaces must be filled in.

33. Deferred Maintenance

The Administrator of Division of Support Operations, BCDSS or Designee may defer any task, alternate task or requirement of the contract if this person deems it in the best interest of the State to do so. This act may be initiated by verbal notice to the Contractor, followed by a written order, and may be implemented at any time during the term of this contract.

34. Fidelity Bond

Contractors' employees must be bonded by a company approved by the Maryland Insurance Commissioner to issue such bonds in Maryland. The bond or bonds shall protect the State against loss by theft of money or other property from the premises to which the contractors employees have access, or loss which the State or others may sustain as a result of any fraudulent or dishonest act of contractors employees, acting alone or in collusion with others, during the term of this contract. Said bond or bonds shall have a limit of at least \$2,500 per occurrence, per employee. Contractor must deliver said bond or bonds to the State not later than the time of award of contract.

35. Base Bid

The **Base Bid** shall be a total two (2) year price for the provision of all janitorial services as described in Daytime Task (A-1) through Weekly Tasks (C-1) in these detailed specifications. These prices include all daytime, daily and weekly tasks to the standards set forth, including all supplies, equipment, wages, overhead and profit for the entire term of the contract.

36. BASIS OF AWARD

The award will be made to the responsible bidder submitting the lowest responsive Evaluated Base Bid.